

REQUEST FOR PROPOSALS NO. 23-007
FOR
STREET SWEEPING SERVICES



CITY OF SANTA ANA

Approved for Release: _____

Nabil Saba

Nabil Saba
Executive Director
Public Works Agency

KEY RFP DATES: *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	Friday, January 27, 2023
Virtual Mandatory Pre-Proposal Meeting:	Monday, February 6, 2023 @ 9:00 A.M.
Deadline for Questions:	Thursday, February 9, by 4:00 P.M.
Proposal Due Date:	Tuesday, February 21, 2023 by 4:00 P.M.
Presentations/Interviews (<i>if held</i>) on or about March 6 -10, 2023	



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EXHIBITS

Exhibits provided herein for Proposers' reference only.

EXHIBIT I – SCOPE OF SERVICES

EXHIBIT II – SAMPLE AGREEMENT

EXHIBIT III – DETAILED STREET SWEEPING ROUTE MAPS

ATTACHMENTS

A	PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING
B	REFERENCES
C	RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE
D	PROPOSER'S STATEMENT
E	NON-COLLUSION AFFIDAVIT
F	NON-LOBBYING CERTIFICATION
G	NON-DISCRIMINATION CERTIFICATION



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I. BACKGROUND

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's eleven agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

II. MANDATORY PRE-PROPOSAL MEETING

A mandatory virtual pre-proposal meeting will be held on the date and time specified on the cover page of this RFP.

Failure to attend this meeting shall result in your firm being disqualified from proposing.

Meeting Link:

<https://meet.goto.com/pwamaintservmeeting/street-sweeping-mandatory-pre-proposal-meeting>

The meeting will include a detailed discussion of the project, route schedule, posting programs etc. All questions shall be required to be submitted in written form. After the pre-proposal meeting, City will respond to pre-proposal attendees by e-mail to written questions or requests for clarifications. At a minimum the Contractor Operation/Field Supervisors are required to attend this meeting.

III. OVERVIEW OF PROJECT

The City of Santa Ana (City) is seeking proposals from qualified contractors (Proposers) to provide street sweeping services for 70,000 annual curb miles of City streets that are swept on a bi-monthly, weekly, or twice-weekly basis. The City is seeking proposals for sweeping services. Contractor shall be required to provide street sweeping service for an additional 400 annual curb miles for special events, parades, and similar events, inclement weather sweeps and roadway hazards. Furthermore, the selected Contractor shall be required to solicit employment opportunities to Santa Ana residents and participate in community events and programs at no additional charge to the City.

This contract requires the utilization of alternative-fuel sweepers ONLY, as defined by AQMD Rule 1186.1: an alternative-fuel sweeper means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells.



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Hybrid-electric and dual fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of Rule 1186.1.

The term "Vendor", "Proposer", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

IV. SCOPE OF SERVICES

SEE EXHIBIT I – SCOPE OF SERVICES

The Contractor shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The Contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The Contractor shall provide adequate staffing levels at all times and adhere to established schedules. The Contractor shall be knowledgeable of and comply with federal, state and local regulations, including but not limited to the Federal Clean Water Act and NPDES.

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.

V. TERM OF AGREEMENT

The anticipated term of the agreement is for an initial period of five (5) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for one (1) additional five (5) year period, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. Time is of the essence in the performance of services under this Agreement. The total term of the awarded agreement shall not exceed ten (10) years. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. The anticipated service start date is tentatively scheduled for July 1, 2023 or sooner, as determined by the City upon appropriate approvals.

VI. MINIMUM QUALIFICATIONS

- A. Proposer must have a minimum of 5 years of experience providing street sweeping services to similar public agencies.
- B. Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours.

VII. RESPONSE TO RFP

A. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.



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PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.



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General process questions may be directed to the following:

Eva Pierce, Buyer

Email: EPierce@santa-ana.org

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

E. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

F. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

Proposals must include a Table of Contents and be limited to a **maximum of 25 pages** (excluding section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information.

All electronic proposal submissions shall be on 8-1/2" x 11" white paper (PDF Format).

1. Narrative Proposal must include the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed three (3) pages. Cover letter must stipulate the proposed pricing will be valid for a period of a minimum of five (5) years subject to annual CPI and PPI increases, indicate the address and telephone number of the Contractor's office nearest to Santa Ana, California, and the office from which the contract will be managed. The proposed pricing should be submitted according to the anticipated start date of July 1, 2023 or sooner.



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Cover letter must be addressed to the following City Project Manager:

Elizabeth Rubio, Projects Manager
City of Santa Ana – Public Works Agency
220 S. Daisy Avenue
Santa Ana, CA 92703

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Section III – Scope of Services** (Above).

c. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in **EXHIBIT II – Sample Agreement** of this RFP (if any).

d. Contract Organization and Staffing

Describe your approach and methods for managing the contract. Provide an organization chart showing all proposed contract team members. Describe the responsibilities of each person on the contract team. Identify the Contract Director and/or Manager and the person who will be the key contact with the City. Include a statement indicating the availability of the members of the contract team for the duration of the contract. Please include a brief statement of qualifications for key members of the contract team with particular emphasis on their experience and professional affiliation. Also, include any additional information or staff support that will be required from City personnel. In addition, please provide a current copy of the operating procedures, employee manual, or equivalent document.

e. Related Experience

Describe recent, directly related public agency experience. Include on each listing the name of the agency; description of the work done; primary agency contact, address and telephone number; dates for the contract; value of the contract; name of the Contract Director and/or Manager and members of the proposed contract team who worked on the contract, as well as their respective responsibilities. At least five references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address, and telephone number. The City reserves the right to contact any of the organizations or individuals listed.

f. Customer Service Reputation

Customer service is of utmost importance to the City; therefore, the City reserves the right to inquire about the quality of customer service the Proposer provided to reference(s) listed under Related Experience.

g. Financial Responsibility (Capacity)

Proposer shall submit its most recent audited financial statement, evidencing Proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a 90-day period. If said financial statement does not reflect full 90-day operational capacity, Proposer may include a letter of credit as evidence of supplemental capacity. Organizations in questionable or poor financial condition may be immediately disqualified from the competitive RFP process.



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h. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. Anticipated approach to performing services as specified herein, including descriptions of the type(s) of equipment to be utilized in the City.
- ii. Suggestions or special concerns the evaluation committee should take into consideration (if any);
- iii. Description of deliverables and implementation plan. Proposer shall submit a general description of the deliverables, implementation plan, and timeline.

i. Sweeper Equipment Profile

Provide a detailed overview of the sweeper equipment that will specifically be used for the City. Overview should include years, make, and models of sweepers; fuel type; type of sweeping technology; recommended speed for residential streets when sweeping; recommended speed for arterial streets when sweeping; a description of components that will require regular maintenance to allow the sweeper to efficiently and effectively operate; any information City staff should be aware of when reviewing the equipment details. Include the number of sweepers the contractor currently has staged within a sixty (60 minute) travel time from the City.

j. GPS Vehicle Tracking Equipment/Software Profile

Provide a detailed overview of the vehicle tracking equipment and software that City staff will have access to in order to view real time, and archived, vehicle location, speed, direction, date/time stamps, distance traveled, etc. Reporting should be able to distinguish between non-sweeping travel and sweeping activity. Please provide the name of the company providing the equipment and software, how the software is accessed, screenshots, a web link to view more information about the proposed system, and any other information the City should have in order to make an informed decision.

k. Other Information

Include any other information you consider to be relevant to the proposal and will assist City staff in making an informed decision. Additional optional services may be provided at the discretion of the contractor

l. References

Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

2. Cost Proposal

Completed Cost Proposal Form (Attachment A) – submitted separately as described in Exhibit I. Pricing shall be based on a curb mile cost as described in Exhibit I. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Cost Proposal must include a payment schedule if applicable. City reserves the right



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to negotiate compensation and/or payment schedule prior to award of any resulting agreement.

The City is also requesting pricing on roadway cleaning debris & litter removal. This service is an Add-On Alternatives/As-Needed; therefore, items will not be part of the base bid. Details for this section can be found under XXVII. **ADDITIONAL REQUIRED SERVICES.**

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure.

- Adjustment to Charges

The parties may agree to an annual adjustment of street sweeping charges (not to exceed 3%) at the end of the first 24 months of the agreement and every year thereafter, utilizing the month of December statistics and supporting documentation (no price increase will be considered in the first 24 months). The two indices which will be used for determining adjustments to street sweeping charges shall be the most recent December Consumer Price Index (CPI) for All Urban Consumers for Los Angeles-Long Beach-Anaheim CMSA, published by the United States Department of Labor Bureau of Labor Statistics or any relevant successor for the Orange County area and the December Produce Price Index (PPI). The adjustment formula shall be as follows: **The CPI shall be weighted at ninety (90%) percent and PPI shall be weighted at ten (10%) percent.** Contractor must submit a written request by February 5th of every year for the City's review and consideration

3. Bid Bond required (All Bidders):

A proposal deposit in the form of a bid bond is required to be submitted with the proposal. The value of the Bid Bond shall be in the amount of five-percent (5%) of the total proposed annual contract amount of the proposal **Attachment A**. The Bid Bond upon a form provided by bidders' surety company or a certified check payable to the City and drawn on a solvent bank of the United States of America, is required with the bid. A scanned copy of the Bid Bond shall be submitted along with the electronic bid, by the bid submission deadline. The original hard copy of the Bid Bond shall be submitted to the Purchasing Office at the address listed below, as a guarantee that the contractor, if awarded a contract, will execute and deliver such contract to the City.

Bidders shall submit Bid Bond or Certified Check in a sealed envelope to the address shown below:

City of Santa Ana – Finance & Management Services (M16)
Attn: Eva Pierce
20 Civic Center Plaza
Santa Ana, CA 92701



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Documents shall be clearly labeled in a sealed envelope as follows:

RFP 23-007: STREET SWEEPING SERVICES

Bid Bond or Certified Check must be received no later than 3 business days after the proposal due date.

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

All deposits will be held until a Contract has been executed with the successful Bidder or all bids have been rejected.

- **Faithful Performance Bond (Awarded Contractor Only):**

The successful offeror shall supply a performance bond in the amount of one-hundred percent (100%) of the successfully awarded total annual contract amount of the proposal prior to execution of the contract and adjusted to 100% of any future increased annual contract amount. The performance bond shall be renewed and submitted to the City annually. Upon receipt of the performance bond, the proposal deposit will be returned. The proposal deposit is subject to be forfeited if the successful offeror fails to execute the written contract and furnish the required performance bond or to satisfy any other conditions present, within a reasonable time as determined by the City.

VIII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References
- Attachment C: Responsible Proposer – Supplemental Questionnaire
- Attachment D: Proposer's Statement
- Attachment E: Non-Collusion Affidavit
- Attachment F: Non-Lobbying Certification
- Attachment G: Non-Discrimination Certification
- Bid Bond per submittal instructions

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE: City will not be waive notarization requirement when applicable on any of the required attachments.

IX. REFERENCES

Contractor shall provide five (5) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.



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City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

X. MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form



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of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five* (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XI. SELECTION PROCEDURES & CRITERIA

A. The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.

B. Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Implementation Plan <ul style="list-style-type: none">• Ability to meet performance schedule• Proposed equipment/GPS tracking system• Proposed employee training program	10
Experience of Proposer and Key Personnel <ul style="list-style-type: none">• Recent experience / long term-contracts (Quantity/Similar Operation/Scope of Service)• Company's structure demonstrates sufficient depth, capacity for its present and additional workload• Proposer's financial capacity	20
Cost of Proposal <ul style="list-style-type: none">• Competitiveness and cost effectiveness of proposed project costs	60
References <ul style="list-style-type: none">• References that are similar in size and project scope to the City.• Customer service approach and reputation with municipal agencies	10
TOTAL POSSIBLE SCORE	100

C. A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.

D. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion.



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If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated.

The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

- E. The review committee may invite the proposers to interview. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.

XII. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

XIII. GENERAL TERMS AND CONDITIONS

A. AMERICANS WITH DISABILITIES ACT

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Santa Ana Business license within thirty (30) days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

C. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

D. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which



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could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.



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All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT II – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

M. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.



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N. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

O. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

P. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Q. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

R. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents,



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reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

S. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

T. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

U. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

V. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

W. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

X. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

Y. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor



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shall not be relieved for the non-performance of any or all Subcontractors. Subcontractor will only be accepted as per Exhibit I, Section XXVII Additional Required Services to be Offered on an As-Needed Basis.

Z. PREVAILING WAGE

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).

Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Prevailing Wage Compliance and Monitoring

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

XIV. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

A. EXECUTION OF AGREEMENT

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.



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XV. IMPLEMENTATION

A. KICK-OFF MEETINGS

The successful proposer will be required to meet with City staff prior to commencement of sweeping services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling of routes.



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EXHIBIT I

SCOPE OF SERVICES

Contractor shall perform services as set forth below.

I. IMPLEMENTATION

The contract will require the implementation schedule below. In addition to street sweeping services, sweeping of City owned surface parking lots may be requested. Currently, the street sweeping operation utilizes a minimum of five street sweepers and increases the fleet during leaf season or other high-volume periods of tree debris (e.g., leaf and jacaranda seasons).

City staff shall have the right to modify, add, reduce, or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor.

A. IMPLEMENTATION SCHEDULE:

ROUTE TYPE	CURB MILES	FREQUENCY	TOTAL ANNUAL CURB MILES
Residential	647	Weekly	33,660
Arterials	214	2 x Week	22,300
Raised and Non-Raised Center Medians	215	2 x Month	5,148
Industrials	59	2 x Month	1,420
Downtown	11	5 x Week	2,920
Alleys	92	Weekly	4,789
Total Curb Mileage			70,237

II. PERFORMANCE ON SCHEDULE

The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

III. CONTRACTOR REQUIREMENTS & RESPONSIBILITIES

I. WORK ASSIGNMENTS & SCHEDULE

The City will provide weekly route schedules to the Contractor. Routes schedules have been established to maximize efficiency and minimize impacts on residents, businesses and schools. The Contractor shall submit a written sweeping schedule to the City Projects Manager or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency. If it is necessary to make periodic revisions to this maintenance schedule,



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a modified schedule must be submitted for review to the Projects Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the City, which will allow the City to monitor the Contractor's progress. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on curb miles not swept. On rainy days, normal sweeping operations should be considered in effect unless or until they are canceled by City Project Manager or designee. The designated Contractor holidays for this contract shall be New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day Holidays and Christmas Day Holidays.

The existing posted routes (days and times) will not be changed to accommodate Contractor.

The City reserves the right to change frequency of sweeping routes, modify routes with either reduction or addition of curb miles swept, and add new streets and routes to be swept.

II. ALTERNATIVE-FUEL SWEEPING EQUIPMENT

This solicitation for services will require **alternative-fuel sweepers ONLY**, as defined pursuant to Air Quality Management District (AQMD) Rule 1186.1 - alternative-fuel sweeper means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of Rule 1186.1.

III. STREET SWEEPING EQUIPMENT

1. The street sweeper or any relief sweeper used to perform this contract work shall:
 - a. Be AQMD and State (if applicable) approved alternative fuel. The Contractor shall be liable for all AQMD, State or Federal fines levied against the City relating to Contractor Street sweeping equipment violations.
 - b. Be a standard full size motorized sweeper equal to or larger than a Tymco 600, Schwarze model A7 or similar model with comparable hopper size, equal pick up abilities and **with dual gutter brooms**.
 - c. Equipment shall be maintained visually and operationally; brushes and brooms are to be replaced regularly. The paint and body of the street sweeper shall be maintained in good condition with no visible rust or body damage.
 - d. Vehicle engines shall be routinely maintained to ensure a high level of service during street sweeping operations and comply with all State or California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the State, County, and City.
 - e. Equipment should arrive clean for each daily schedule. All equipment is subject to inspection by the City's Project Manager or other designated City Staff at any time.
 - f. The Contractor shall provide a relief sweeper(s) to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
 - g. The Contractor shall provide a listing of all sweepers and relief sweepers identifying:
 - i. Make, model, and year.
 - ii. Company identification unit number.
 - iii. California license number.
 - iv. Company vehicle colors.



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- v. Sweeper color, if different.
- vi. Names of all operators to be used, California driver's license number, license class, expiration date and California DMV record for each driver.
- h. The Contractor will not be permitted to washout or clean hopper on any public street, alley or City owned parking lot.
- 2. The street sweeper or any relief sweeper shall be equipped with the following:
 - a. Rotating amber dome lights. All sweepers shall conform to all City, County, State and federal safety and environmental requirements.
 - b. DMV night traveling amber side, rear, and top lights or similar.
 - c. Dual side gutter brooms having no less than 5" long bristles.
 - d. A set of road trouble fluorescent triangles.
 - e. A radio or mobile phone.

IV. STREET SWEEPING SPEED

- 1. Street sweepers shall be operated at speeds no greater than eight (8) miles per hour, as will be indicated on tachograph charts, covered hereinafter.
- 2. Reviews by the City shall be made of all tachograph or Global Positioning System charts to check sweeping start – stop times, miles swept, and sweeping speeds. If at any time the City determines the sweeping speed has exceeded the agreed upon speed, the Projects Manager or designee may require the Contractor to re-sweep any part of, or the entire sweeping route in question **at no additional cost to the City due to excessive speed or lack of quality**.
- 3. Indications of any day's sweeping exceeding 8 miles per hour shall result in:
 - a. Notification after the first two occurrences to the contractor that he is in non-compliance.
 - b. Reduction in monthly payment by approximately eight (8) miles an hour of the current curb rate for each day that sweeping is recorded in excess of 8 miles per hour over an average of one hour per day.

V. QUALITY OF SWEEPING

The quality of sweeping shall be to the satisfaction of the Public Works Agency Executive Director or designee.

- A. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary, resulting in **clean streets with no debris trails left behind**. During the **fall and winter seasons or following a windstorm or seasonal Jacaranda tree flower drop in the spring**, the Contractor is expected to complete all routes; therefore, the Contractor will be responsible for adjusting resources to ensure routes are completed (by but not limited to increasing sweepers/operators during the fall season). The sweeper must



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operate with dual brooms unless it is unfeasible. On occasion and as deemed necessary by City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Sweeping practices include, but are not limited to the following:

1. Sweeping speed shall be adjusted to street conditions with a maximum speed of eight (8) miles per hour; and patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour.
2. Items impeding sweeping, such as palm fronds, rocks, and debris shall be removed from the sweeping path by the operator rather than going around them. Immovable items that impede sweeping such as construction debris and areas of impaired vertical or horizontal clearance caused by tree limbs shall be reported to the Project Manager or designee immediately for correction.
3. Contractor is not responsible for areas missed due to parked cars or other personal property.
4. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality.
5. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street.
6. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts.
7. Street grade striped medians shall be swept in their entirety.
8. All deposits within intersections shall be removed as part of the sweeping operations.
9. Each street shall be swept clean to the adjacent property line. If a swept area is deemed to be below acceptable performance standards by the Projects Manager or designee, the substandard section shall be re-swept before the end of the day **at no charge to the City**.

The determination of acceptable performance is at the sole discretion of the City. Contractor shall re-sweep at their own expense. The Projects Manager or designee shall be notified of the completed re-sweep. Swept clean means clean street with debris trails left behind. Any sweeper used must **not** blow debris onto private property.

VI. GLOBAL POSITIONING SYSTEM (GPS)

1. The Contractor shall provide automatic vehicle location device (vehicle location and management system [e.g., GPS]) on all street sweeper units, including subcontractors. This device shall be placed on all sweeping equipment assigned to the City at the Contractor's cost.
2. Contractor shall provide associated easy to use, cloud based software programs, which will report all street sweeping activity and is accessible from web browsers on a variety of desktop, laptop and mobile devices. The associated software shall be provided at no cost to the City including monthly monitoring charges. The Contractor shall provide software and licensing for a minimum of five (5) City users.
3. Software shall be capable of demonstrating real-time location, speed and path of travel of equipment equipped with GPS systems. Software shall be capable of recording and printing daily activity logs indicating actual miles traveled, streets swept, curb miles swept, brooms up or down, the direction and speed of travel, ground speed of equipment, the



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location of equipment at any given time and any other information that is suitable for documenting actual work performed by the Contractor under this agreement.

4. Contractor shall have a tachograph system to backup GPS in the event of a system failure and shall submit an initialed tachograph chart for any period of work with the monthly invoice for any day of work that the GPS system is non-operational.
5. Contractor shall provide adequate training on an annual basis for City staff in the operation and use of this system and allow City of Santa Ana Public Works Maintenance division employees access to login from any web browser.
6. Should any GPS device fail, or need repair, the Contractor shall immediately report that the GPS is inoperative to the City. If the Contractor's software or monitoring website fails, the Contract Administrator shall immediately notify the City. Contractor shall repair any non-operational portion of the system within two (2) business days or liquidated damages will be deducted from payments due the Contractor for each twenty-four (24) hour period, or portions thereof, that the system is unavailable to the City.

VII. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

City of Santa Ana Public Works Agency authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Such signage design shall be pre-approved by the City prior to production.

Signage type and material shall be plastic with magnetic backing, painted signage on vehicle or similar. Taped vehicle signage will **not** be allowed.

Such signage shall state Authorized Contractor, City of Santa Ana, Public Works Agency, name of Contractor and Contractor telephone number.

Signage Letter Minimum Size shall be three-inches for Authorized Contractor, City of Santa Ana and Public Works Agency. A minimum of one-inch height will be required for all other information.

VIII. FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. **The City highly encourages the Contractor to explore possibilities of purchasing fuel at the City Corporate Yard fueling station located at 220 S Daisy Ave, Santa Ana, CA 92703.**

IX. SPECIAL SWEEPING

This contract shall require up to **400 annual curb miles of special sweeping at no additional cost** for special events, parades, inclement weather sweeps, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.). These sweeps are not re-sweeps of an area not swept properly, but rather an additional sweep that is not part of the regular schedule. If appropriate, prior approval from City Projects Manager or designee is required.

X. PERFORMANCE DURING INCLEMENT WEATHER



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1. The City shall determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once decision is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust their work force in order to accomplish those activities impacted by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

XI. SUPERVISION OF CONTRACT AND MEETINGS WITH CITY

The Contractor shall furnish a Supervisor, not assigned to operate a sweeper. The function of the Supervisor will be to monitor the day-to-day operation to ensure thorough and timely completion of all routes. The Supervisor will redirect sweepers to return to areas that do not meet presentation standards. The Supervisor will procure additional sweepers or extend hours if necessary to stay on schedule and produce work of a high quality which will be acceptable to the City's Project Manager or authorized representative.

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City's Project Manager or authorized representative, all work required under the Contract.

All work shall meet with the approval of the City of Santa Ana Public Works Maintenance Services Division. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a weekly basis.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

XII. CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of sixty (60) minutes to all emergencies.

XIII. CONTRACTOR PERSONNEL

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California. Any person employed by the Contractor who fails or refuses to carry out the directions of the City, appears to be incompetent, acts in a disorderly, improper or unsafe manner, or shows signs of intoxication or other impairment shall be immediately removed from the job site by the Contractor. Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this



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behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs.

XIV. LABOR STRIKE

It shall be the responsibility of each **contractor to provide continuous contractual services**, without any interruption. In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike. Failing to do so will cause the City, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

XV. SUBCONTRACTOR/JOINT VENTURES

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement at all times which is street sweeping. If any portion of the Agreement is to be performed by a subcontractor for the ADDITIONAL REQUIRED SERVICES in **Section XXVII**, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

XVI. WORKING HOURS

All sweeping activities shall be completed according to established sweeping time windows as posted on City streets. Typically, sweeping operations should be completed by 3:30 PM, Monday through Friday unless prior approval is given by the City Projects Manager or designee. Generally sweeping occurs no earlier than 4:00 AM, except in designated areas in which sweeping begins at 2:00 AM, such as the Downtown area. Approval and deviation of Contractor schedule will be at the sole discretion of the City.

XVII. INSPECTIONS

The Executive Director or his designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

XVIII. PROTECTION OF THE PUBLIC & DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the



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use of all appropriate warning traffic safety devices when deemed necessary.

3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of- way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

XIX. SPECIFICATIONS

This scope of services is intended to cover all labor, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

XX. WATER

The City requires the contractor to use water (recycled or potable water) when sweeping to reduce dust at all times. Therefore, the contractor shall make the necessary arrangements to obtain an attachable portable water meter and a designated recycled water connector (if required) with the City's Water Resources Division to fulfill this agreement's terms. The water meter will collect usage data for the City, but the contractor will not be responsible for paying for water usage.

Contractor acknowledges that all sweepers must be equipped with, and all drivers must be instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves and hydrant meters. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to the City Public Works, Maintenance Services Division, within twenty-four (24) hours. Backflow Preventers shall be used properly with all water filling equipment **(NO EXCEPTIONS)**.

The use of recycled water is preferable to potable water. Recycled water fill station locations will provide by the City upon execution of the agreement. The contractor will also have access to City fire hydrants to fill sweepers.

XXI. DEBRIS DISPOSAL

Disposal of debris at the City Corporation Yard and at City designated debris exchange zones will be permitted at no cost. Proposal pricing/fee shall not include any disposal fees. Debris disposal shall not be permitted onto the street.

The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. Coordination will be made by the City Projects Manager or designee. The Contractor shall make every effort to recycle materials.

XXII. SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the City responding with Fire and Public Works Hazmat crews, and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the City Projects Manager or designee.



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XXIII. RECORDS

The Contractor shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees. The Contractor shall complete a monthly maintenance report indicating work performed, including GPS maps of routes swept and submit this completed report to the City Projects Manager or designee. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the Contractor deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. A phone log will be submitted monthly of all calls from the City of Santa Ana Public Works Agency Maintenance Services Division and the City of Santa Ana Police Department to the Contractor, identifying whether or not those calls require a request for service, and a description of the action taken from the City call.

The Contractor shall provide monthly phone customer service logs from the public, indicating name, date, time and phone number of caller, reason for request, response/action by Contractor and time required to address request. Such logs shall be accurate and truthful.

The Contractor shall permit the City to inspect and audit its books and records regarding City-provided services at any reasonable time.

XXIV. AFTER-HOUR EMERGENCY SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification. The City anticipates the need for this service of up to five-occurrences per year.

XXV. MATERIALS AND EQUIPMENT

- A. The contractor shall make all reasonable effort to purchase equipment and materials in the City and to utilize Santa Ana vendors. Such efforts shall be provided to the City. The City shall have the ability to provide a list of possible Santa Ana Vendors to the Contractor.
- B. Contractor shall furnish all labor, equipment tools, and materials and supplies including Personal Protective Equipment (PPE), such as face mask respirator (N- 95) gloves, coverall suits, trash bags and the skills and training required to perform all services listed above and per Cal-OSHA requirements.

XXVI. CUSTOMER SERVICE

Contractor shall provide service, which is **accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect**. A Contractor equipment operator is an extension of the City of Santa Ana Public Works, and as such is expected to:

- 1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.
- 2. Give full attention to each customer's needs by asking questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
- 3. Comply with all federal, state, county, and city laws and regulations.
- 4. Use adequate equipment that is kept clean and neat at all times.
- 5. Train other Contractor employees to be polite and courteous during public contact.



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6. Employ truth and accuracy in reporting customer service records.

XXVII. ADDITIONAL REQUIRED SERVICES TO BE OFFERED ON AN AS-NEEDED BASIS

Services described below may be provided by a Subcontractor but must be managed by the awarded contractor (street sweeping provider). Proposals submitted without this service component may be deemed NON-RESPONSIVE.

A. BIKE LANE SWEEPING

1. Bike Lane Sweeping shall be comprised of sweeping protected (raised curb) and non-protected bike lanes with mini-street sweeper to ensure there is no debris in the path of cyclists that could pose a hazard. These bike lanes are typically boxed in by curbs, barriers or reflective markers, effectively preventing your normal street sweeping operations to clean these lanes. Currently, the City of Santa Ana has approximately 10 miles of protected bike lanes and has a future build out of approximately 30 miles or more.
2. Mini-street sweeper shall be able to sweep a protected bike lane with a width as low as 67-inches wide.

B. CREW LABOR

Services and work to be performed by Contractor shall consist of, but not be limited to, the following:

1. Removal and Disposal of Debris/Rubbish
Debris and rubbish may include, but is not limited to the following:
 - a. Bulky items such as furniture, mattresses, appliances, scrap metals, junk, automobile parts or machinery, tires, televisions and other electronic devices;
 - b. Garbage, litter, cardboard, metal cans, glass, feces, fruit/vegetable matter;
 - c. Concrete, asphalt, bricks or other construction debris; and
 - d. Tree debris, cut brush, tree limbs, and similar materials.
 - e. Weed removal via mechanical or manual methods
2. Hand sweeping (or blowing) of streets, sidewalks and similar areas.
3. Porter Services
 - a. Shall include litter pick-up, including but not limited to unwanted or useless materials, or rejected matter, gum, food remains, sewage, excrements, dust, dirt, decals, liquid or dried matter, hypodermic needles, soiled clothing, blankets, and cleaning of Refuse Container, outdoor benches, bollards, and light poles.
 - b. Cleaning of benches, bollards, lights poles on a regular basis using clean cloths and a cleaning solution.
 - c. Service locations and routes will be provided by the City.



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- d. Designated areas may be changed by the City at any time.
4. All rubbish and garbage shall be removed from the property and disposed at the City Yard or at designated debris disposal site.
5. Sufficient inspection will be provided but not such as will substitute for supervision of the work by the Contractor Supervisor or Manager.
6. At the completion of the work, the site shall be left in a clean condition by utilizing blower or push broom, unless it is an unpaved area, vacant lot, Creek or other similar site conditions.
7. Report Services – Homeless, fallen trees, and hazardous materials using appropriate work order reporting systems or websites provided by the City.
8. Daily work must be documented using an electronic device (mobile phone, tablet or similar) and uploaded to City's work order system (MySantaAna App or Similar).
9. Daily work/routes and schedules will be assigned by City Staff.
10. Contractor shall furnish all labor, equipment tools, and materials and supplies including Personal Protective Equipment (PPE), such as face mask respirator (N- 95) gloves, coverall suits, trash bags and the skills and training required to perform all services listed above and per Cal-OSHA requirements.

C. POWER WASHING

1. Power-Washing of Street, Sidewalk, Curb, and Gutter designated by City to remove gum, dirt, and non-gum stains.
 - a. Power-washing is defined as the simultaneous mechanical removal of materials or pollutants from the surface of the pavement, through application of water under pressure with elevated temperatures used in the cleaning process and the Collection of the waste and water (containment/recovery system).
 - b. Process used shall leave the area clean and free of stains and of all loose, embedded materials including chewing gum, oil, grease, grime, and other fluids.
 - c. The cleaning process must not damage the concrete surfaces or the brick paver surfaces.
 - d. Service locations and routes will be provided by the City and may change at City's request.
 - e. Contractor requests for changes must be approved by the City prior to any changes.
2. Labor and Vehicle Requirement: Appropriate number of vehicles to support crews shall be provided.
3. Schedule: As determined by the City of Santa Ana.

I. DEFINITIONS



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1. Clean Street Condition – Clean streets with no debris trails left behind
2. Contractor – Refers to the individual, partnership, or corporation that is awarded a contract by the City upon conclusion of this RFP process.
3. City Holidays Observed – New Year's Day, Martin Luther King, Presidents' Day Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.
4. Curb Mile – measurement of curbing of streets and medians and equal to 5,280 linear feet.
5. Curb-to-Curb – area within the curb limits of the street including medians, intersections and street ends.
6. Debris – litter, rubbish, leaves, sand, debris trail, dirt, garbage, and other foreign material.
7. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations.
8. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street.
9. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation. Such re- sweeps will be at no additional cost with up to two re-sweeps performed to City satisfaction.
10. Special Sweeping (Sweeps) – sweeping involving special events, parades, inclement weather, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.) and City surface parking lots.
11. Street – all paved dedicated public rights-of-way within the existing or future City limits.
12. Sweeper – Sweeping machine.
13. Travel Speed – sweeper operator must maintain a speed of no more than eight (8) miles per hour, or other agreed upon speed by the City, while the sweeping broom is lowered in the operating position.

II. COMPENSATION

1. Invoices
 - a. The Contractor shall submit a monthly invoice by the 15th of the month to the City for the services rendered in the prior month.
 - b. All invoices for work performed under this contract shall be submitted electronically in a Microsoft Excel 2016 format or newer, or other format approved by the City Projects Manager or designee.

The invoice shall include the following information at a minimum:

- i. Contractor's invoice number
- ii. Beginning and ending dates for services
- iii. City work order number (if applicable)
- iv. Work site address/location (if applicable)
- v. Unit cost, subtotals and total for invoice
- vi. Curb miles swept authenticated by GPS reports and maps.
- vii. GPS Route Maps (if requested by City)



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2. Payment

Payment by City shall be made within sixty (60) days following receipt of proper invoice, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance of a professional street sweeping service.

3. Extra Work

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs. Documentation of contract compliance may be required on some occasions.

III. TERMINATION

The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

4. In the event Contractor fails or refuses to timely perform any of the provisions of this Agreement in the manner required, or if Contractor violates any provision of this Agreement, Contractor shall be deemed in default. City shall provide written notice of such default to Contractor's Project Manager. Contractor shall cure said default within a period of two (2) working days. If more than two (2) working days are reasonably required to cure the default, Contractor shall provide adequate assurance of due performance within forty-eight (48) hours after Contractor receives written notice of default from City. Such assurance shall include acknowledgement of the default, Contractor's proposed remedy and the timeline (not more than seven (7) working days) for cure. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Contractor's Project Manager. City may, in addition to the other remedies provided in this Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Contractor's default.
5. This agreement may be terminated without cause by City upon thirty (30) days written notice delivered to the Contractor either personally or by mail. Upon termination, City shall pay to Contractor that portion of compensation specified in the Agreement that is earned and unpaid prior to the effective date of termination.
6. In addition to, or in lieu of, remedies provided in this Agreement or pursuant to law, City shall have the right to withhold all or a portion of Contractor's compensation for contract services if, in the judgment of the Projects Manager or designee, the level of maintenance falls below appropriate street sweeping maintenance standards and/or Contractor fails to satisfactorily perform contract services. City shall have the right to retain funds withheld until the Projects Manager or designee determines that contract services are performed as well and as frequently as required by this Agreement.

IV. CONTRACTOR OPTION FOR TERMINATION



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The Contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public authority or in the event of nonpayment by the City. Such request will require **one-hundred and eighty (180) days written notice prior to contract termination date requested**. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City a minimum of thirty (30) working days to cure the alleged breach.

V. EMPLOYMENT OPPORTUNITIES FOR SANTA ANA RESIDENTS

Contractor shall solicit and advertise employment opportunities to Santa Ana residents. The City shall inform the Contractor of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

VI. CONTRACTOR COMMUNITY EVENT PARTICIPATION AND PUBLIC AWARENESS

Contractor shall participate in extensive public awareness efforts and community events and programs, such as neighborhood clean-up events and anti-litter campaigns. Such participation shall be upon City request provided with reasonable notice of event timing.

VII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

7. Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
8. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

VIII. FINES

The Contractor shall be liable for all violation fines levied against the City by, but not limited to, AQMD, State or Federal Agencies related to Contractor street sweeping services.



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EXHIBIT II

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023 by and between _____, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit I**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit II**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **written number (3) year term** with the option for the City to grant up to **two, one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.



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4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

Standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.



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If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

4. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
5. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years* after completion of the contract of work.



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6. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a



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representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall

include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available

sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any



CITY OF SANTA ANA

of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

TERMINATION

This Contract may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

I. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

II. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

III. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this contract shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

STREET SWEEPING SERVICES



CITY OF SANTA ANA

Fax: 714- 647-6956

With courtesy copies to:

To Contractor:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IV. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

Kristine Ridge
City Manager



CITY OF SANTA ANA

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____

Assistant City Attorney

CONSULTANT:

(name)
(title)

RECOMMENDED FOR APPROVAL:

SAMPLE ONLY



CITY OF SANTA ANA

*EXHIBIT III

DETAILED STREET SWEEPING ROUTE MAPS

*Made available as a separate attachment to this document.



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Base Bid Item Price - Pricing shall be based on **a curb mile cost as described in Exhibit I**. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing. The **City has the option to purchase and provide materials**. Special material will be purchased by the City and/or the City will reimburse the Contractor after authorization by City.

City staff shall have the right to modify, add, reduce, or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor.

STREET SWEEPING SCENARIO ONE

\$ _____ per Curb Mile x 70,237 Curb Miles = \$ _____

TOTAL for SCENARIO ONE - A Spelled Out:

*Price for SPECIAL SWEEPING (SWEEPS): \$ _____ per CURB MILE.

*(Over and Above Required 400 Annual Curb Miles of Free Sweeping or Scheduled Sweeping)

ATTACHMENT A – Continue Next Page



CITY OF SANTA ANA

AS-NEEDED SERVICES (Non-Base Bid Item) - Pricing shall be based on the items listed below and described in the Scope of Services. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after having discussed and received authorization by the City Projects Manager or designee in writing. The City has the option to purchase and provide materials. Special material will be purchased and/or by the City or the City will reimburse the Contractor after authorization by City. Additional crew laborers may be requested by the City as needed. Proposal submitted without this service component will be deemed NON-RESPONSIVE.

<u>ROADWAY CLEANING DEBRIS & LITTER REMOVAL SERVICES (AS-NEEDED SERVICES)</u>						
ITEM #	BID ITEM DESCRIPTION	HOURS "A"	UNIT	WEEKLY	UNIT PRICE "B"	EXTENDED TOTAL PRICE ("A" × "B")
1.	BIKE LANE SWEEPING	1,000	HOUR	AS NEEDED	\$	\$
2.	CREW LABORER* – 8 Laborers at 40 hours per laborers equals 320 hours per one week) (1 Week 320/Hours) (Hourly Rate shall <u>Not</u> include a markup for disposal charge) *Crew size = 2 laborers	320	HOUR	1 WEEK	\$	\$
3.	POWER WASHING	1,000	HOUR	AS NEEDED	\$	\$
<u>TOTAL NON-BASE BID AMOUNT</u>						\$
NOTE: ITEMS IN THIS SECTION NOT PART OF THE BASE BID						

ATTACHMENT A – Continue Next Page



CITY OF SANTA ANA

NOTE: THIS CONTRACT IS SUBJECT TO PREVAILING WAGES. (SEE SPECIAL PROVISIONS SECTION Z). BID ITEM QUANTITIES ARE ESTIMATED AND PROVIDED FOR THE PURPOSE OF CALCULATING COMPETITIVE BIDS. BID ITEM QUANTITIES MAY VARY FROM THE FINAL FIELD QUANTITIES AND ARE NOT GUARANTEED.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBER

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

SIGNATURE OF AUTHORIZED AGENT

TITLE

DATE

E-MAIL ADDRESS

FEDERAL IDENTIFICATION NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

ATTACHMENT A – Last Page

<u>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.</u>



CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

**THIS SHEET MUST BE COMPLETED IN FULL AND
RETURNED WITH OFFEROR'S ROPOSAL**

List and describe fully the contracts performed by your firm where **a minimum of 10,000 annual curb miles were swept** and which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications & customer service reputation.

Reference No. 1

Customer Name:	Contact Individual/Email:	
Address:	Phone Number:	
	Facsimile Number:	
Annual Contract:	Year:	Curb Miles Swept:
Description of supplies, equipment, or services provided:		

Reference No. 2

Customer Name:	Contact Individual/Email:	
Address:	Phone Number:	
	Facsimile Number:	
Annual Contract:	Year:	Curb Miles Swept:
Description of supplies, equipment, or services provided:		

Reference No. 3

Customer Name:	Contact Individual/Email:	
Address:	Phone Number:	
	Facsimile Number:	
Annual Contract:	Year:	Curb Miles Swept:



CITY OF SANTA ANA

Description of supplies, equipment, or services provided:

Reference No. 4

Customer Name:	Contact Individual/Email:	
Address:	Phone Number:	
	Facsimile Number:	
Annual Contract:	Year:	Curb Miles Swept:
Description of supplies, equipment, or services provided:		

Reference No. 5

Customer Name:	Contact Individual/Email:	
Address:	Phone Number:	
	Facsimile Number:	
Annual Contract:	Year:	Curb Miles Swept:
Description of supplies, equipment, or services provided:		



CITY OF SANTA ANA

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT C

RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ Years

*If performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss or license, please complete an additional and separate Questionnaire.

2. What is your firm's Average Gross Revenue for the last three years?

\$ _____

3. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes ☐ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

5. Has any California State License Board (CSLB) license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or fined within the last five years?

☐ Yes ☐ No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☐ No

7. Has your firm ever defaulted on a contract?

☐ Yes ☐ No

If "yes," explain on a separate page.

ATTACHMENT C – CONTINUE NEXT PAGE



CITY OF SANTA ANA

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☐ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private?

☐ Yes ☐ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate page, the person or persons convicted, the court case and



CITY OF SANTA ANA

number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

☐ Yes ☐ No

17. Has Cal-OSHA cited and assessed penalties against the Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☐ No

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☐ No

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis- Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

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CITY OF SANTA ANA

ATTACHMENT E

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
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CITY OF SANTA ANA

ATTACHMENT F NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract

or purchase order as the administering agency may direct as means of enforcing such provisions,



CITY OF SANTA ANA

including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.